

Exhibit 11

LOAN AGREEMENT & PROMISSORY NOTE

PRINCIPAL LOAN AMOUNT: \$1,000,000.00 USD

DATE: 12th of January 2023

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of the sum of United States Dollars (\$1,000,000.00), together with interest thereon at the rate of 3% per annum on the unpaid balance. Funds shall be made available to the borrower upon request.

Said sum shall be paid in the manner following:

At maturity which shall mean when the permissioned administrator company management Digital Commodity House FZCO decide to set a date for the loan amount to be repaid or to mature. The loan amount shall be considered repaid to the DEBT BOX ecosystem when confirmation is recorded within the company minutes in the form of funding the corresponding liquidity pool and/or the DEBT token liquidity pool.

All payments shall be first applied to interest, if any and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty.


This note shall at the option of the holder thereof be immediately due and payable upon the occurrence of any of the following:

- Failure to make any payment due hereunder within (30) days of its due date.
- Breach of any condition of this security agreement and interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note.
- Breach of any condition of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note.
- Upon the death, incapacity, dissolution, or liquidation of any of the undersigned, or any endorser, guarantor to surety hereto.
- Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy, or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall be in default and placed for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within thirty (30) days of due date shall be subject to a late charge fee of .5% of said payment. All payments hereunder shall be made to such address as may from time to time be designated by holder Digital Commodity House FZCO.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an

indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed, and enforced in accordance with the laws of the UAE.

By: _____

Schad Brannon

Lender, for and on behalf of Digital Commodity House FZCO

By: _____

Roydon Nelson

Borrower, for and on behalf of Ignis Energy